

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)**

IN RE:

SARA BUTLER

Debtor

BK. No. 16-16907-mdc

**U.S. BANK TRUST NATIONAL
ASSOCIATION, NOT IN ITS INDIVIDUAL
CAPACITY BUT SOLELY AS DELAWARE
TRUSTEE AND U.S. BANK NATIONAL
ASSOCIATION, NOT IN ITS INDIVIDUAL
CAPACITY BUT SOLELY AS CO-TRUSTEE
FOR GOVERNMENT LOAN
SECURITIZATION TRUST 2011-FV1**

Movant

V.

SARA BUTLER

**KEVIN BUTLER (Non-filing Co-Debtor)
Respondents**

**MOTION OF U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL
CAPACITY BUT SOLELY AS DELAWARE TRUSTEE AND U.S. BANK NATIONAL
ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS CO-TRUSTEE
FOR GOVERNMENT LOAN SECURITIZATION TRUST 2011-FV1 FOR RELIEF FROM
AUTOMATIC STAY UNDER §362 AND CO-DEBTOR STAY UNDER §1301 PURSUANT
TO BANKRUPTCY PROCEDURE RULE 4001**

Movant, by its attorneys, PHELAN HALLINAN DIAMOND & JONES, LLP, hereby requests a termination of Automatic Stay and leave to foreclose on its mortgage on real property owned by Debtor SARAH J. BUTLER and Non-filing Co-Debtor KEVIN BUTLER.

1. Movant is U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS DELAWARE TRUSTEE AND U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS CO-TRUSTEE FOR GOVERNMENT LOAN SECURITIZATION TRUST 2011-FV1.

2. Debtor(s) executed a promissory note secured by a mortgage or deed of trust.

The promissory note is either made payable to Creditor or has been duly indorsed. Creditor, directly or through an agent, has possession of the promissory note. Creditor is the original mortgagee or beneficiary or the assignee of the mortgage or deed of trust.

3. Debtor SARAH J. BUTLER and Non-filing Co-Debtor KEVIN BUTLER is the owner of the premises located at **900 EAST ONTARIO STREET, PHILADELPHIA, PA**

4. The terms of the Debt Agreement were amended by a loan modification agreement entered into by and between Wells Fargo Bank, N.A. and Debtor(s) dated October 24, 2014 (the "Loan Modification Agreement").

5. Movant is the holder of a mortgage on the mortgaged premises.

6. Debtor's failure to tender monthly payments in a manner consistent with the terms of the Mortgage and Note result in a lack of adequate protection.

7. Movant wishes to institute foreclosure proceedings on the mortgage because of Debtor's failure to make the monthly payment required hereunder.

8. The foreclosure proceedings to be instituted were stayed by the filing of the instant Chapter 13 Petition.

9. As of November 13, 2017, Debtor has failed to tender post-petition mortgage payments for the months of September 2017 through November 2017. The monthly payment amount for the months of September 2017 through November 2017 is \$539.91, for a total amount due of \$1,619.73. The next payment is due on or before December 1, 2017 in the amount of \$539.91. Under the terms of the Note and Mortgage, Debtor has a continuing obligation to remain current post-petition and failure to do so results in a lack of adequate protection to Movant.

10. Movant has cause to have the Automatic Stay terminated as to permit Movant to complete foreclosure on its mortgage.

11. Movant specifically requests permission from the Honorable Court to communicate with Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law.

12. Movant specifically requests relief from the Co-Debtor Stay imposed by 11 U.S.C. 1301 as to the non-filing Co-Debtor, KEVIN BUTLER.

13. Movant requests that Federal Rule of Bankruptcy Procedure 3002.1 be waived.

WHEREFORE, Movant respectfully requests that this Court enter an Order;

a. Modifying the Automatic Stay under Section 362 with respect to **900 EAST
ONTARIO STREET, PHILADELPHIA, PA 19134 N/K/A 900E ONTARIO ST,
PHILADELPHIA, PA 19134-1311** (as more fully set forth in the legal description attached to the
Mortgage of record granted against the Premises), as to allow Movant, its successors and assignees, to
proceed with its rights under the terms of said Mortgage; and

b. Movant specifically requests permission from this Honorable Court to
communicate with Debtor and Debtor's counsel to the extent necessary to comply with applicable
nonbankruptcy law; and

c. waiving Federal Rule of Bankruptcy Procedure 3002.1; and
d. Lifting the Co-Debtor stay imposed by 11 U.S.C. 1301; and
e. Granting any other relief that this Court deems equitable and just.

/s/ Jerome Blank, Esquire
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